FULL Transfer of LBHI Claim # [ ]
PROGRAM SECURITY

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO:

United States Bankruptcy Court for the

Southern District of New York (the "Bankruptcy Court")

Attn: Clerk

AND TO:

Lehman Brothers Holdings, Inc. (the "Debtor")

CASE NAME:

In re Lehman Brothers Holdings Inc., et al.,

CASE NO.

Chapter 11, Case No. 08-13555 (JMP)

CLAIM NO.

[ 44138 ] (full transfer)

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Aspecta Assurances International SA ("Seller"), hereby unconditionally and irrevocably sells, transfers and assigns to AFI ESCA (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Number [ 44138 ] filed by or on behalf of Seller (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser, that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by

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Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $M \le M$  day of January 2015.

ASPECTA ASSURANCES INTERNATIONAL SA,

By: SCHMIDT-BERTEAU

Title: CEO

5, rue Eugène Ruppert L-2453 Luxembourg AFI - ESCA Luxembourg SA,

Name: Antony CLAUDIN

Title: Director

21, rue Léon Laval L-3372 Leudelange

Schedule 1

## **Transferred Claims**

## Purchased Portion

100% of the claim that is referenced in the Proof of Claim and relating to the Purchased Security described below.

## Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN	Issuer	Guarantor	Principal/Notional Amount	Blocking No.	Maturity
Lehman Brothers Treasury 30 Y Variable Rate Reg-S series 2744 Senior Euro Medium Term Note program	XS0218304458	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 162.558,29	[ CA 16292]	[17 May 2035]



Lethman Brothers Holdings Inc., et al.   Case No. 03-13555 (MP)   (binity) Administrated)   Dobtors.   Dobtors   Dob	United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 In Re:  Chapter 11		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM  Filed: USBC-Southern District of New York					
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Securities as Stated on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities as Stated on Lehman Programs Security on Lehman Programs Securities Increased Indicated Increased Indi	- ·	Case No. 08-13555 (JMP)	Lehman Brothers Holdi	ngs Inc., Et At.				
Court Claim Number:   1524/06540696   Email Address:   Ca@ing.lu	Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on							
S2, route d'Esch L-2965 Luxembourg  Telephone number: 132406540696 Email Address:  Ca@ing.lu  Name and address where payment should be sent (if different from above)  Telephone number: 132406540696 Email Address:  Email Address:  Email Address:  Email Address:  Email Address:  Lender Securities of Securities as of September 15, 2008, where payment should be sent (if different from above)  Telephone number:  Email Address:  1. Provide the total amount of your claim hased on Lehman Programs Securities on September 15, 2008, where you owned the Lehman Programs Securities on September 15, 2008, where you would be the contained the contained the contained to the contained the contained to the contai	Constitues :		sent if different from	Check this box to indicate that this claim amends a previously filed claim.				
L-2965 Luxembourg  Telephone number: +1352406540696 Email Address:  Ca@ing.lu  Name and address where payment should be sent (if different from above)    Check this box if you are aware that anyone cise has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  Telephone number: Email Address:  1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 13, 2006, whether you owned the Lehman Programs Securities on September 13, 2006 or negurot them thereafter, and whether such a final manual in state of state in United Address; using the claim amount she shaded in United Address; using the claim amount she shaded in United Address; using the claim amount she shaded in United Address; using the Sciedule with the claim amounts for each Lehman Programs Security to which this claim relates.  Amount of Claim: \$		_		Court Claim Number:				
Telephone number:	·			(If known)				
Name and address where payment should be sent (if different from above)    Check this box if you are aware that anyone cise has be filled a proof of claim relates.		Filed on:						
Telephone number:  Email Address:  1. Provide the total amount of your claim hased on Lehman Programs Securities. Your claim amount must be the amount of your claim. Attach copy of statement giving particulars.  1. Provide the total amount of your claim hased on Lehman Programs Securities on September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008, they are added to the claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security ou may attach a schedule with the claim amount so reach Lehman Programs Security to which this claim relates.  Amount of Claim: 3 163285 38 (Required)  Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.  Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates.  Provide the International Securities Identification Number (ISIN) (So each Lehman Programs Security to which this claim relates.  Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate case, a "Blocking Number") for each Lehman Programs Securities on your behalt). If you are filing it is claim with respect to more than one Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number four your accountholder (i.e. the bank, brocker or other entity that holds such securities on your behalt). If you are filing this claim with respect to more than one Lehman Programs Security to which this claim relates.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:  Claim Securities of the bank, brocker or other entity that holds such securities on your behalt). Beneficial holders should not		man / duress.		Chack this have if you are aware that				
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim antount must be the amount owed under your Lehman Programs Scourities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 are acquired them thereafter, and whether such claim materied or became fixed or liquidated before or after September 15, 2008. The calma manount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.  Amount of Claim: \$ 168.235	TVAITIE AIRI ARRICESS WHERE PAYMERE SHOUL	The sent (II different from above)	£-10	anyone else has filed a proof of claim relating to your claim. Attach copy of				
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4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.  Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:  1363 (Required)  5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.  Date.  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if dil them from the native address above. Attach copy of power of attorney, if any.  EPIO BANKRUPTCY SOLUTIONS, I	dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.  Amount of Claim: \$ 168285, 38 (Required)  Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.  Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.  International Securities Identification Number (ISIN): XSO218304458 (Required)  3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference							
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